

RESOLUTION NO. 2010- 125

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE FOUR PURCHASE AND SALE AGREEMENTS FOR THE DRAINAGE EASEMENTS NEEDED FOR THE DRAINAGE IMPROVEMENTS IN THE WEST ST. AUGUSTINE AREA.

RECITALS

WHEREAS, the property owners have executed and presented to the County their Purchase and Sale Agreements for the acquisition of Drainage Easements, attached hereto as Exhibits "A, B, C & D", incorporated by reference and made a part hereof; and

WHEREAS, the owners have agreed to convey to the County Drainage Easements for the appraised values that total \$7,107.00. Prosser Hallock the Consulting Engineers identified 8 lots needed for the Drainage Easements and these Purchase and Sale Agreements for Drainage Easements represent five of the eight required;

WHEREAS, acquiring Drainage Easements in this area will help to alleviate the risk of flooding in the area and eliminate areas of stagnant water; and

WHEREAS, the improvements will improve traffic flow for the new Regional Park; and

WHEREAS, this project is a Capital Improvement Project and is funded from the Transportation Trust Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the three Purchase and Sale Agreements for Drainage Easement and authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreements for Drainage Easement and move forward to close these transactions.

Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

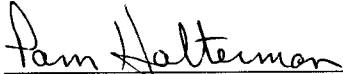
Section 4. The Clerk is instructed to file the three original Purchase and Sale Agreements for Drainage Easement in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of June, 2010.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 6/16/10



PURCHASE AND SALE AGREEMENT FOR DRAINAGE EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of 14 MAY, 2010, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") and **BARBARA MITCHELL**, ("Seller"), whose address is 270 Knowlton Street, St. Augustine, FL 32084.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a Drainage Easement over the property owned by the Seller and Seller is desirous of selling a Drainage Easement upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire a Drainage Easement of approximately 289 square feet, the Drainage Easement is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price and Deposit.

(a) The purchase price for the Drainage Easement ("Purchase Price") is **\$506.00**, for the easement.

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$506.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

Said Drainage Easement shall contain substantially the same terms and conditions as set forth on the Drainage Easement Outline attached hereto as Exhibit "B" and by this reference incorporated herein.

If the Easement Property does not have physical and legal access to a dedicated public road, street or highway, then Seller shall provide Buyer with an easement for physical and legal access to the Easement Property from a dedicated public road, street, or highway, to facilitate Buyer's inspection rights under the Drainage Easement, which access is insurable under the title policy called for in Section 2 herein.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property (“Closing”) shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 or before ninety (90) days from the date of this Agreement (“Closing Date”), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2010 taxes at the highest allowable discount.

6. Seller’s Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a Drainage Easement conveying the Drainage Easement interest to the Property, subject only to the Permitted Encumbrances.

(b) At the Closing, Seller shall deliver the Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of recording the Drainage Easement, documentary stamps, and Seller will pay any taxes due. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice (“Survey Notice”) to Seller within 10 days after Buyer’s receipt of any such new survey (“Survey”) if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any

such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, if one has been made, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit, if there is one, as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Drainage Easement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only

be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, **or that there are other circumstances that negatively affect the Buyer's intended use, then** Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned if there is one, to Buyer, and upon such return, this Agreement shall terminate.

17. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

18. Time. Time is of the essence of all provisions of this Agreement.

19. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

20. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller:	Barbara Mitchell 270 Knowlton Street St. Augustine, FL 32084
Buyer:	St. Johns County, Florida, a political subdivision Of the State of Florida 500 San Sebastian View St. Augustine, Florida 32084

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

22. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

24. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

25. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

27. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and the Closing Date, without such referenced further action of the Board. This accommodation extends only to the Inspection Termination Date and the Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

28. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

Deila Buic 14 May 2010
Signature Date

Deila Buic
Print

[Signature] 14 May 10
Signature Date

Delfrin Avery
Print

SELLERS:

Barbara J. Mitchell 14 May 2010
Signature Date

Barbara Mitchell

WITNESSES:

Signature Date

Print

Signature Date

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

BUYER:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the
State of Florida

By: _____
Michael D. Wanchick Date
County Administrator

Legally Sufficient

By: _____
Deputy County Attorney Date

EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION:

A PORTION OF LOT 12, BLOCK 1, WESTERN SUBDIVISION OF ST. AUGUSTINE (ALSO KNOWN AS CLARK'S ADDITION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 3°20'14" WEST ALONG THE WEST LINE OF SAID LOT 12 AND THE EASTERLY RIGHT OF WAY LINE OF ST. JOHNS STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT, A DISTANCE OF 36.04 FEET; THENCE NORTH 6°15'26" EAST ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF ST. JOHNS STREET, ACCORDING TO THE MAINTENANCE MAP RECORDED IN COUNTY ROAD PLAT BOOK 2, PAGE 10 OF SAID PUBLIC RECORDS, A DISTANCE OF 8.24 FEET; THENCE NORTH 18°47'24" EAST CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 26.74 FEET; THENCE SOUTH 7°34'12" WEST DEPARTING SAID MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 34.06 FEET; THENCE SOUTH 3°20'14" EAST ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 12, A DISTANCE OF 35.99 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12; THENCE NORTH 87°35'58" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 5.03 FEET TO THE POINT OF BEGINNING.

LEGEND


- C.R. - COUNTY ROAD
- DRMP - DYER, RIDDLE, MILLS AND PRECOURT, INC.
- LS - LICENSED SURVEYOR
- M.B. - MAP BOOK
- NO. - NUMBER
- PG. - PAGE
- PKWY. - PARKWAY
- (P) - PLATTED
- P.B. - PLAT BOOK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT OF WAY


NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (90).
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO TITLE INFORMATION WAS PROVIDED TO THIS SURVEYOR, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

SURVEYOR'S CERTIFICATION

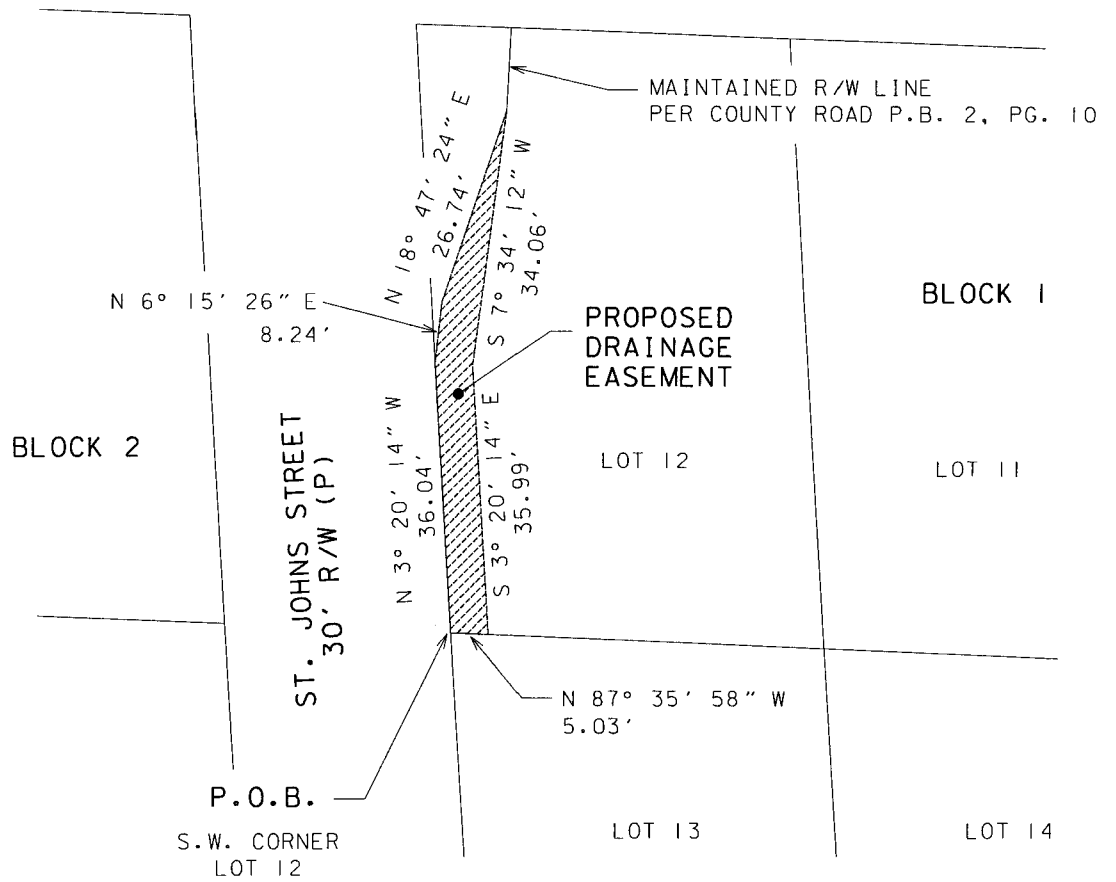
THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


 WILLIAM J. MCDROSF
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 5443

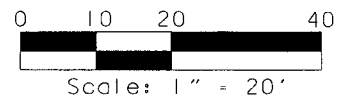
SKETCH OF LEGAL DESCRIPTION	<i>WEST AUGUSTINE IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA</i>		PROJECT No. 06-1145.000
			PARCEL NO. 131240-0120-A
DRAINAGE EASEMENT		SHEET 1 OF 2	DATE: 04/10
			SCALE: NONE
			CHECKED: JAA
	REVISION	BY	DATE
			SKETCH PREPARED BY  DRMP <small>ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS</small> 8001 BELFORT PKWY., SUITE 200 JACKSONVILLE, FLORIDA 32256 (904) 641-0123



C.R. NO. 214 (WEST KING STREET)
VARIABLE WIDTH R/W



WESTERN SUBDIVISION OF ST. AUGUSTINE
M.B. 1, PG. 77



SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, NOTES & LEGEND.
THIS IS NOT A SURVEY.


SKETCH OF LEGAL DESCRIPTION	WEST AUGUSTINE IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA		PROJECT No. 06-1145.000
			PARCEL NO. 131240-0120-A
DRAINAGE EASEMENT	SHEET 2 OF 2		DATE: 04/10
			SCALE: 1" = 20'
			CHECKED: JAA
	REVISION	BY	DATE
			SKETCH PREPARED BY  DRMP <small>ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS</small> 8001 BELFORT PKWY., SUITE 200 JACKSONVILLE, FLORIDA 32256 (904) 641-0123

EXHIBIT "B" TO RESOLUTION

PURCHASE AND SALE AGREEMENT FOR DRAINAGE EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2010, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") and **TRACEY MORGAN**, ("Seller"), whose address is 840 W. 3rd Street, St. Augustine, FL 32084.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a Drainage Easement over the property owned by the Seller and Seller is desirous of selling a Drainage Easement upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire a Drainage Easement of approximately 842 square feet, the Drainage Easement is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.
2. Purchase Price and Deposit.

(a) The purchase price for the Drainage Easement ("Purchase Price") is **\$1,474.00**, for the easement.

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$1,474.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

Said Drainage Easement shall contain substantially the same terms and conditions as set forth on the Drainage Easement Outline attached hereto as Exhibit "B" and by this reference incorporated herein. If the Easement Property does not have physical and legal access to a dedicated public road, street or highway, then Seller shall provide Buyer with an easement for physical and legal access to the Easement Property from a dedicated public road, street, or highway, to facilitate Buyer's inspection rights under the Drainage Easement, which access is insurable under the title policy called for in Section 2 herein.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2010 taxes at the highest allowable discount.

6. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a Drainage Easement conveying the Drainage Easement interest to the Property, subject only to the Permitted Encumbrances.

(b) At the Closing, Seller shall deliver the Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of recording the Drainage Easement, documentary stamps, and Seller will pay any taxes due. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any

such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, if one has been made, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit, if there is one, as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Drainage Easement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only

be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, **or that there are other circumstances that negatively affect the Buyer's intended use, then** Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned if there is one, to Buyer, and upon such return, this Agreement shall terminate.

17. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

18. Time. Time is of the essence of all provisions of this Agreement.

19. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

20. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller:	Tracey Morgan 840 W. 3 rd Street St. Augustine, FL 32084
Buyer:	St. Johns County, Florida, a political subdivision Of the State of Florida 500 San Sebastian View St. Augustine, Florida 32084

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

22. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

24. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

25. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

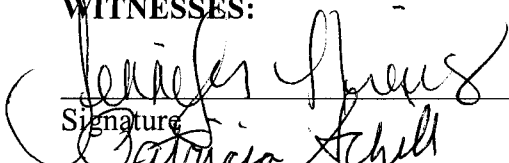
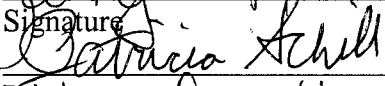
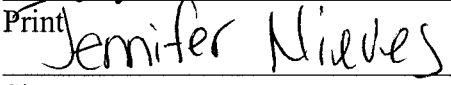
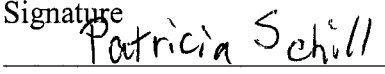
27. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and the Closing Date, without such referenced further action of the Board. This accommodation extends only to the Inspection Termination Date and the Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

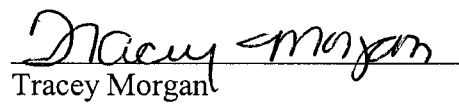
28. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

SELLERS:


 Signature _____ Date 5/18/10

 Print Patricia Schill

 Signature _____ Date 5/18/10

 Print Patricia Schill
 Print _____


 Signature Tracey Morgan Date 5/18/10

WITNESSES:

Signature Date

Print

Signature Date

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

BUYER:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the
State of Florida

By: _____
Michael D. Wanchick Date
County Administrator

Legally Sufficient

By: _____
Deputy County Attorney Date

EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION:

A PORTION OF LOT 13, BLOCK 15, WESTERN SUBDIVISION OF ST. AUGUSTINE (ALSO KNOWN AS CLARK'S ADDITION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 2°46'16" WEST ALONG THE WEST LINE OF SAID LOT 13 AND THE EASTERLY RIGHT OF WAY LINE OF ST. JOHNS STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT, A DISTANCE OF 100.80 FEET; THENCE SOUTH 88°03'48" EAST ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 7.02 FEET; THENCE SOUTH 2°46'16" EAST ALONG A LINE 7.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13, A DISTANCE OF 90.87 FEET; THENCE SOUTH 69°40'03" EAST, A DISTANCE OF 30.19 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 13; THENCE NORTH 88°40'29" WEST ALONG SAID SOUTH LINE AND THE NORTH RIGHT OF WAY LINE OF THIRD STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT, A DISTANCE OF 34.85 FEET TO THE POINT OF BEGINNING.

LEGEND

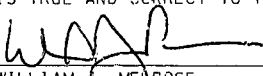
- C.R. - COUNTY ROAD
- DRMP - DYER, RIDDLE, MILLS AND PRECOURT, INC.
- LS - LICENSED SURVEYOR
- M.B. - MAP BOOK
- NO. - NUMBER
- PG. - PAGE
- PKWY. - PARKWAY
- (P) - PLATTED
- P.B. - PLAT BOOK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT OF WAY


NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (90).
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO TITLE INFORMATION WAS PROVIDED TO THIS SURVEYOR, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

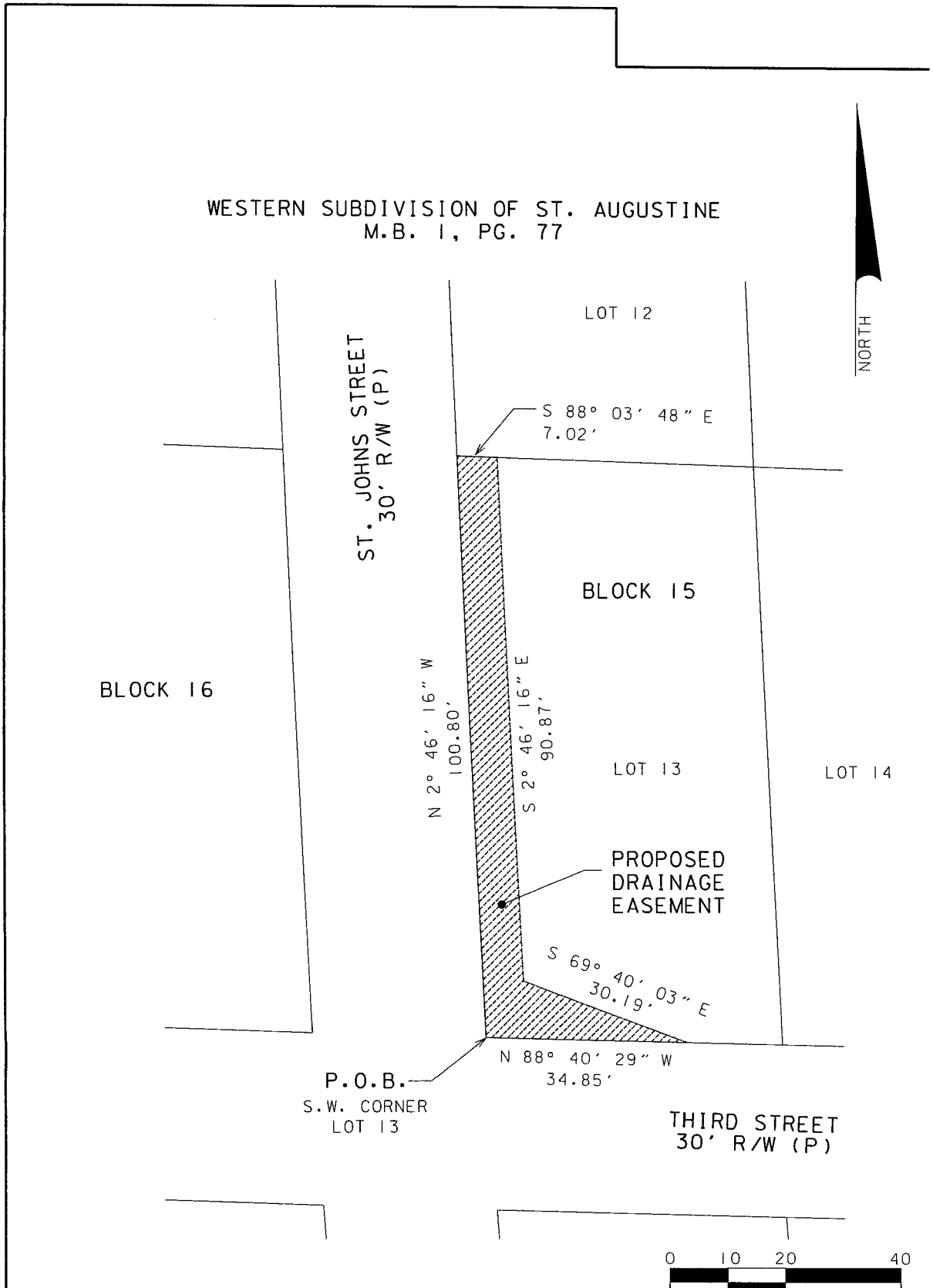
SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

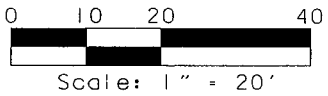

 WILLIAM G. McROSE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 5843

SKETCH OF LEGAL DESCRIPTION	WEST AUGUSTINE IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA	PROJECT NO. 06-1145.000 PARCEL NO. 131600-0000-A
DRAINAGE EASEMENT	SHEET 1 OF 2	DATE: 04/10
	REVISION	BY
	DATE	DRAWN: WJM
	SCALE: NONE	CHECKED: JAA
	SKETCH PREPARED BY  ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS 8001 BELFORT PKWY., SUITE 200 JACKSONVILLE, FLORIDA 32256 (904) 641-0123	

WESTERN SUBDIVISION OF ST. AUGUSTINE
M.B. 1, PG. 77



SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, NOTES & LEGEND.
THIS IS NOT A SURVEY.




SKETCH OF LEGAL DESCRIPTION	WEST AUGUSTINE IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA		PROJECT No. 06-1145.000
			PARCEL No. 131600-0000-A
DRAINAGE EASEMENT	SHEET 2 OF 2		DATE: 04/10
			SCALE: 1" = 20'
			CHECKED: JAA
	REVISION	BY	DATE
			SKETCH PREPARED BY  DRMP <small>ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS</small> 8001 BELFORT PKWY., SUITE 200 JACKSONVILLE, FLORIDA 32256 (904) 641-0123

EXHIBIT "C" TO RESOLUTION

PURCHASE AND SALE AGREEMENT FOR DRAINAGE EASEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and effective as of May 19, _____, 2010, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 (“Buyer”) and **MICHAEL D. CLEARY and BEVERLY L. CLEARY**, husband and wife (“Seller”), whose address is 11281 Kinrose Court, Jacksonville, FL 32257.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a Drainage Easement over the property owned by the Seller and Seller is desirous of selling a Drainage Easement upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire a Drainage Easement of approximately 2,011.01 square feet, the Drainage Easement is shown in Exhibit “A”, attached hereto, incorporated by reference and made a part hereof, (hereinafter “Property”); and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.
2. Purchase Price and Deposit.

(a) The purchase price for the Drainage Easement (“Purchase Price”) is **\$3,501.00**, and \$500.00 will be paid for the culvert and will be the responsibility of the owner to make the arrangements to have it installed.

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$4,002.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

Said Drainage Easement shall contain substantially the same terms and conditions as set forth on the Drainage Easement Outline attached hereto as Exhibit “B” and by this reference incorporated herein. If the Easement Property does not have physical and legal access to a dedicated public road, street or highway, then Seller shall provide Buyer with an easement for physical and legal access to the Easement Property from a dedicated public road, street, or highway, to facilitate Buyer’s inspection rights under the Drainage Easement, which access is insurable under the title policy called for in Section 2 herein.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2010 taxes at the highest allowable discount.

6. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a Drainage Easement conveying the Drainage Easement interest to the Property, subject only to the Permitted Encumbrances.

(b) At the Closing, Seller shall deliver the Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of recording the Drainage Easement, documentary stamps, and Seller will pay any taxes due. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such

encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, if one has been made, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit, if there is one, as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Drainage Easement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, **or that there are other circumstances that negatively affect the Buyer's intended use, then** Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned if there is one, to Buyer, and upon such return, this Agreement shall terminate.

17. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

18. Time. Time is of the essence of all provisions of this Agreement.

19. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

20. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: **Michael D. & Beverly L. Cleary**
11281 Kinrose Ct.
Jacksonville, FL 32257

Buyer: **St. Johns County, Florida, a political subdivision
Of the State of Florida**
500 San Sebastian View
St. Augustine, Florida 32084

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

22. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

24. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

25. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.


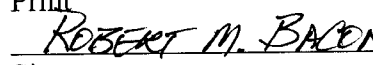

26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

27. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and the Closing Date, without such referenced further action of the Board. This accommodation extends only to the Inspection Termination Date and the Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

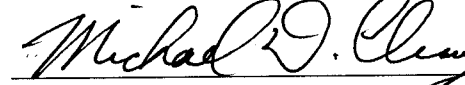
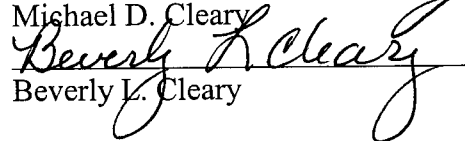
28. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

	5-19-10
Signature	Date
CAROL BACON	5-19-10
Print	
	5-19-10
Signature	Date
	5-19-10
Print	

SELLERS:

	5/19/10
Michael D. Cleary	Date
	5/19/10
Beverly L. Cleary	Date

WITNESSES:

Signature Date

Print

Signature Date

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

BUYER:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the
State of Florida

By: _____
Michael D. Wanchick Date
County Administrator

EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION:

A PORTION OF LOTS 12 AND 13, BLOCK 31, WESTERN SUBDIVISION OF ST. AUGUSTINE (ALSO KNOWN AS CLARK'S ADDITION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 4°12'40" WEST ALONG THE WEST LINE OF SAID LOTS 12 AND 13 AND THE EASTERLY RIGHT OF WAY LINE OF ST. JOHNS STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT, A DISTANCE OF 200.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 88°22'56" EAST ALONG THE NORTH LINE OF SAID LOT 12 AND THE SOUTH RIGHT OF WAY LINE OF FOURTH STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT, A DISTANCE OF 10.05 FEET; THENCE SOUTH 4°12'40" EAST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 12 AND 13, A DISTANCE OF 200.16 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 13; THENCE NORTH 88°00'35" WEST ALONG SAID SOUTH LINE AND THE NORTH RIGHT OF WAY LINE OF FIFTH STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING.

LEGEND

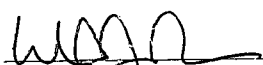
- C.R. - COUNTY ROAD
- DRMP - DYER, RIDDLE, MILLS AND PRECOURT, INC.
- LS - LICENSED SURVEYOR
- M.B. - MAP BOOK
- NO. - NUMBER
- PG. - PAGE
- PKWY. - PARKWAY
- (P) - PLATTED
- P.B. - PLAT BOOK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT OF WAY


NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (90).
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO TITLE INFORMATION WAS PROVIDED TO THIS SURVEYOR, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


 WILLIAM J. MELROSE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 5843

SKETCH OF LEGAL DESCRIPTION	WEST AUGUSTINE IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA	PROJECT NO. 06-1145.000	
		PARCEL NO. 132290-0080-A	
DRAINAGE EASEMENT	SHEET 1 OF 2	DATE: 04/10	SKETCH PREPARED BY
		SCALE: NONE	 DRMP <small>ENGINEERS - SURVEYORS - PLANNERS - SCIENTIST</small> 8001 BELFORT PKWY., SUITE 200 JACKSONVILLE, FLORIDA 32256 (904) 641-0123
		CHECKED: JAA	
	REVISION	BY DATE DRAWN: WJM	

FOURTH STREET
30' R/W (P)

S 88° 22' 56" E
10.05'

ST. JOHNS STREET
30' R/W (P)

LOT 12

LOT 11

NORTH

WESTERN SUBDIVISION
OF ST. AUGUSTINE
M.B. 1, PG. 77

N 4° 12' 40" W
200.10'

S 4° 12' 40" E
200.16'

LOT 13

LOT 14

BLOCK 32

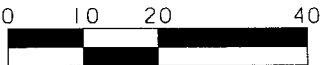
PROPOSED
DRAINAGE
EASEMENT

BLOCK 31

P.O.B.
S.W. CORNER
LOT 13

FIFTH STREET
30' R/W (P)

N 88° 00' 35" W
10.05'



Scale: 1" = 20'

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, NOTES & LEGEND.
THIS IS NOT A SURVEY.


SKETCH OF LEGAL DESCRIPTION	WEST AUGUSTINE IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA		PROJECT No. 06-1145.000
			PARCEL No. 132290-0080-A
DRAINAGE EASEMENT	SHEET 2 OF 2		DATE: 04/10
			SCALE: 1" = 20'
			CHECKED: JAA
	REVISION	BY	DATE
			SKETCH PREPARED BY  DRMP ENGINEERS - SURVEYORS - PLANNERS - SCIENTIST 8001 BELFORT PKWY., SUITE 200 JACKSONVILLE, FLORIDA 32256 (904) 641-0123

EXHIBIT "D" TO RESOLUTION

PURCHASE AND SALE AGREEMENT FOR DRAINAGE EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2010, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") and **S & L LAND DEVELOPMENT, INC.**, ("Seller"), whose address is 636 Frances Avenue, St. Augustine, FL 32084.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a Drainage Easement over the property owned by the Seller and Seller is desirous of selling a Drainage Easement upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire a Drainage Easement of approximately 498 square feet, the Drainage Easement is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.
2. Purchase Price and Deposit.

(a) The purchase price for the Drainage Easement ("Purchase Price") is **\$1,125.00**, for the easement.

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$1,125.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

Said Drainage Easement shall contain substantially the same terms and conditions as set forth on the Drainage Easement Outline attached hereto as Exhibit "B" and by this reference incorporated herein.

If the Easement Property does not have physical and legal access to a dedicated public road, street or highway, then Seller shall provide Buyer with an easement for physical and legal access to the Easement Property from a dedicated public road, street, or highway, to facilitate Buyer's inspection rights under the Drainage Easement, which access is insurable under the title policy called for in Section 2 herein.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property (“Closing”) shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 or before ninety (90) days from the date of this Agreement (“Closing Date”), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2010 taxes at the highest allowable discount.

6. Seller’s Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a Drainage Easement conveying the Drainage Easement interest to the Property, subject only to the Permitted Encumbrances.

(b) At the Closing, Seller shall deliver the Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of recording the Drainage Easement, documentary stamps, and Seller will pay any taxes due. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice (“Survey Notice”) to Seller within 10 days after Buyer’s receipt of any such new survey (“Survey”) if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such

encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, if one has been made, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit, if there is one, as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Drainage Easement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, **or that there are other circumstances that negatively affect the Buyer's intended use, then** Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned if there is one, to Buyer, and upon such return, this Agreement shall terminate.

17. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

18. Time. Time is of the essence of all provisions of this Agreement.

19. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

20. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: **S & L Land Development Inc.**
636 Frances Avenue
St. Augustine, FL 32084

Buyer: **St. Johns County, Florida, a political subdivision
Of the State of Florida**
500 San Sebastian View
St. Augustine, Florida 32084

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

22. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

24. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

25. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

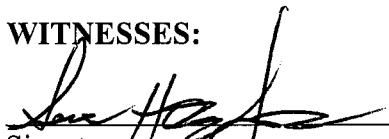
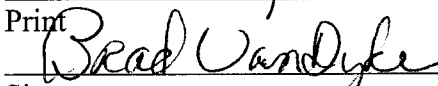
26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

27. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and the Closing Date, without such referenced further action of the Board. This accommodation extends only to the Inspection Termination Date and the Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

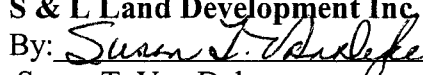
28. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:


 Signature _____ Date 5/20/10
Sue Hodges
 Print _____

 Signature _____ Date _____
Brad Van Dyke 5/20/10
 Print _____

SELLER:

S & L Land Development Inc.
 By:  5/20/10
 Susan T. Van Dyke _____ Date _____
 Title: owner

WITNESSES:

Signature Date

Print

Signature Date

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

**BUYER:
ST. JOHNS COUNTY, FLORIDA**

A political subdivision of the
State of Florida

By: _____
Michael D. Wanchick Date
County Administrator

EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION:

A PORTION OF LOT 13, BLOCK 1, WESTERN SUBDIVISION OF ST. AUGUSTINE (ALSO KNOWN AS CLARK'S ADDITION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 3°20'14" WEST ALONG THE WEST LINE OF SAID LOT 13 AND THE EASTERLY RIGHT OF WAY LINE OF ST. JOHNS STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT, A DISTANCE OF 99.60 FEET; THENCE SOUTH 87°35'58" EAST ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 5.03 FEET; THENCE SOUTH 3°20'14" EAST ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13, A DISTANCE OF 99.60 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY OF FIRST STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT; THENCE NORTH 87°37'39" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 5.03 FEET TO THE POINT OF BEGINNING.

LEGEND

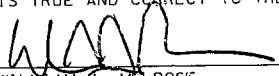
- C.R. • COUNTY ROAD
- DRMP • DYER, RIDDLE, MILLS AND PRECOURT, INC.
- LS • LICENSED SURVEYOR
- M.B. • MAP BOOK
- NO. • NUMBER
- PG. • PAGE
- PKWY. • PARKWAY
- (P) • PLATTED
- P.B. • PLAT BOOK
- P.O.B. • POINT OF BEGINNING
- P.O.C. • POINT OF COMMENCEMENT
- R/W • RIGHT OF WAY

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (90).
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO TITLE INFORMATION WAS PROVIDED TO THIS SURVEYOR, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.


SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


 WILLIAM J. MILROSE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 5843

SKETCH OF LEGAL DESCRIPTION	WEST AUGUSTINE IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA	PROJECT No. 06-1145.000	
		PARCEL NO. 131250-0000-A	
DRAINAGE EASEMENT		SHEET 1 OF 2	DATE: 04/10
			SCALE: NONE
			CHECKED: JAA
			DRAWN: WJM
	REVISION	BY	DATE

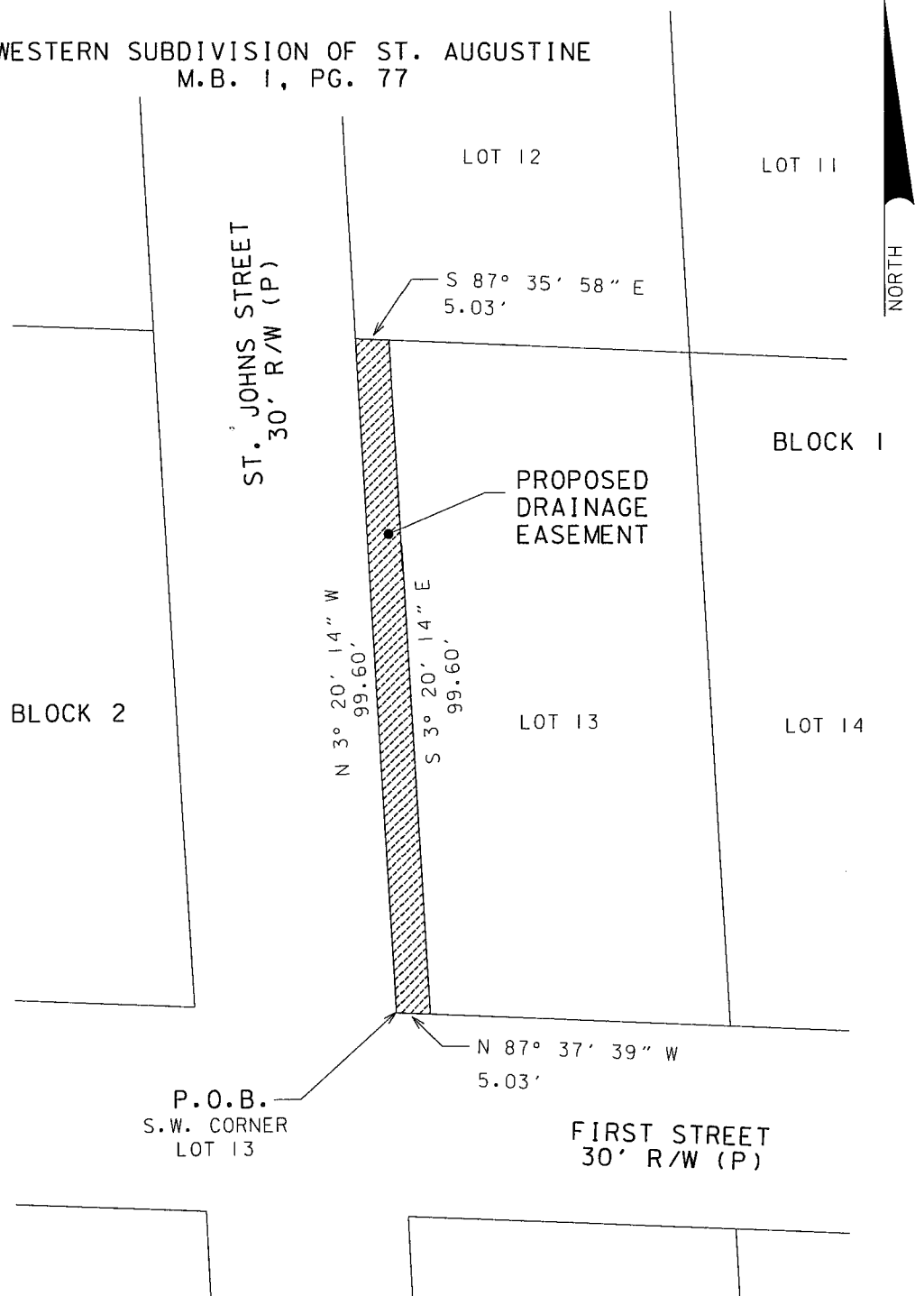
SKETCH PREPARED BY



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

8001 BELFORT PKWY., SUITE 200
 JACKSONVILLE, FLORIDA 32256
 (904) 641-0123

WESTERN SUBDIVISION OF ST. AUGUSTINE
M.B. 1, PG. 77



ST. JOHNS STREET
30' R/W (P)

LOT 12

LOT 11

NORTH

S 87° 35' 58" E
5.03'

PROPOSED
DRAINAGE
EASEMENT

BLOCK 1

BLOCK 2

N 3° 20' 14" W
99.60'

S 3° 20' 14" E
99.60'

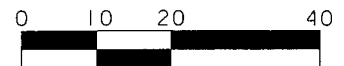
LOT 13

LOT 14

N 87° 37' 39" W
5.03'


P.O.B.
S.W. CORNER
LOT 13

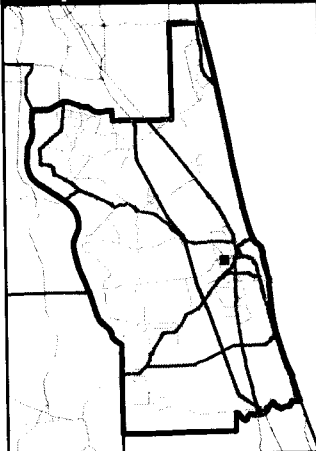
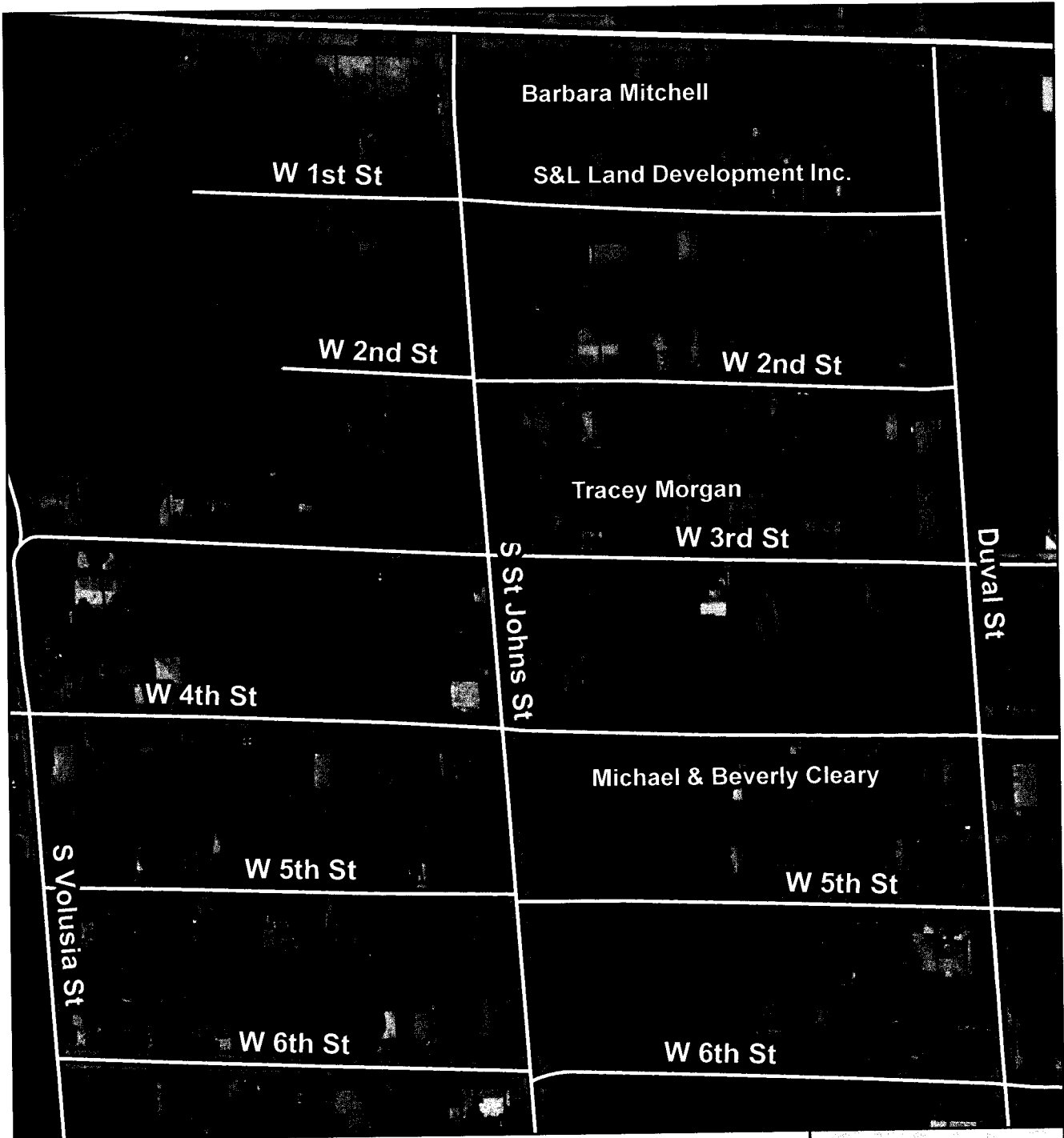
FIRST STREET
30' R/W (P)



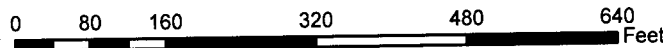
Scale: 1" = 20'

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, NOTES & LEGEND.
THIS IS NOT A SURVEY.

SKETCH OF LEGAL DESCRIPTION	WEST AUGUSTINE IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA		PROJECT No. 06-1145.000
			PARCEL NO. 131250-0000-A
DRAINAGE EASEMENT	SHEET 2 OF 2		DATE: 04/10
			SCALE: 1" = 20'
			CHECKED: JAA
	REVISION	BY	DATE
			SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 8001 BELFORT PKWY., SUITE 200 JACKSONVILLE, FLORIDA 32256 (904) 641-0123



West St. Augustine Drainage Improvement Project Drainage Easements



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 5/21/10
(904) 209-0796



2008 Aerial Imagery

DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.